



Entered on Docket
October 22, 2009

A handwritten signature in dark ink, appearing to read "Linda B. Riegler".

Hon. Linda B. Riegler
United States Bankruptcy Judge

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re
PATRICIA A. HYLANDER,
Debtor(s).

Bankruptcy Case No. BK-S-09-10677-lbr
Chapter 11

ORDER VACATING AUTOMATIC STAY

An order granting Aurora Loan Services LLC ("Secured Creditor"), adequate protection ("Order") having been entered on the court's docket on July 27, 2009, regarding the real property of Patricia A. Hylander ("Debtor") commonly known as 8910 Skyline Peak Court, Las Vegas, Nevada 89148 (the "Real Property"), which is legally described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT
A AND MADE A PART HEREOF

The Debtor having defaulted under the terms and conditions of the Order; the Court having considered the documentary evidence before it; and good cause appearing therefor,

IT IS ORDERED, ADJUDGED AND DECREED as follows:

1. The automatic stay of Title 11 U.S.C. section 362 is hereby terminated as it applies to the enforcement by Secured Creditor of all of its rights in the Real Property under the subject Note and Deed of Trust;

2. Secured Creditor may offer and provide Debtor with information regarding a potential Forbearance Agreement, Loan Modification, Refinance Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement with Debtor. However, Secured Creditor may not enforce, or threaten to enforce, any personal liability against Debtor if Debtor's personal liability is discharged in this bankruptcy case;

3. The 10-day stay described by Bankruptcy Rule 4001(a)(3) is waived as the court entered an Order for Adequate Protection on July 27, 2009, that provides for a waiver of this stay in the event that relief from the automatic stay is granted due to a default under the terms of the Adequate Protection Order;

4. Upon foreclosure, in the event Debtor fails to vacate the Real Property, Secured Creditor may proceed in state court for unlawful detainer pursuant to the applicable state law;

5. Upon entry of this Order, the Chapter 13 Trustee shall cease making any payments in regard to Movant's claim filed in this bankruptcy case; and

6. This Order shall be binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of the United States Code.

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Submitted by:

/s/ Jacque A. Gruber
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Exhibit "A"

PARCEL I

Lot Thirty-Eight (38) of PEBBLE CREEK II @ JULIANO, as shown on The Final Map of PEBBLE CREEK II @ JULIANO on File in Book 124 of Plat Map at Page 0045, recorded as No 04936 on May 10, 2005, in the Official Records Book No 20050510, in the Office of the County Recorder of Clark County, Nevada

PARCEL II

A non-exclusive right and easement of enjoyment of the Common Elements disclosed by Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Pebble Creek West recorded December 7, 2005 in Book 20051207, Document No 0002380, in the Office of the County Recorder of Clark County, Nevada

EXHIBIT **A**